

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Notice of Grant of Security Interest in Trademarks | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| School Specialty, Inc. | | 05/22/2012 | CORPORATION: WISCONSIN |
| RECEIVING PARTY DATA | | | |
| Name: | Bayside Finance, LLC | | |
| Street Address: | 600 Fifth Avenue, 24th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10020 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85654564 | PATH DRIVER | |
| Serial Number: | 85655326 | PATH DRIVER FOR MATH USE DATA TO DRIVE A PATH TO SUCCESS | |
| Serial Number: | 85655328 | PATH DRIVER FOR READING USE DATA TO DRIVE A PATH TO SUCCESS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4142735198 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 414-273-3500 | | |
| Email: | nakees@gklaw.com | | |
| Correspondent Name: | Nicholas A. Kees; Godfrey & Kahn, S.C. | | |
| Address Line 1: | 780 N. Water Street | | |
| Address Line 4: | Milwaukee, WISCONSIN 53202 | | |
| ATTORNEY DOCKET NUMBER: | 009316-0870 | | |
| NAME OF SUBMITTER: | Nicholas A. Kees | | |

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|--|--------------------|
| Signature: | /Nicholas A. Kees/ |
| Date: | 07/20/2012 |
| Total Attachments: 2 source=bayside#page1.tif source=bayside#page2.tif | |

NOTICE OF GRANT OF SECURITY INTEREST
IN TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that, pursuant to a certain Security and Pledge Agreement dated as of May 22, 2012 ("the Security and Pledge Agreement") by and among the Grantors party thereto (each a "Grantor" and collectively, the "Grantors") and Bayside Finance, LLC, as Agent ("the Agent") for the holders of the Secured Obligations referenced therein, the undersigned Grantor has granted, to the Agent for the ratable benefit of the holders of the Secured Obligations, a continuing security interest in and continuing lien upon the trademarks and trademark applications set forth on Schedule 1 attached hereto.

The undersigned Grantor hereby acknowledges that the security interest in the trademarks and trademark applications set forth on Schedule 1 attached hereto (i) may only be terminated in accordance with the terms of the Security and Pledge Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

SCHOOL SPECIALTY, INC.
a Wisconsin corporation

By: 

Nicholas A. Kees
Godfrey & Kahn, S.C.
Attorneys for School Specialty, Inc.

SCHEDULE 1

School Specialty, Inc.
(Wisconsin Corporation)

U.S. Trademarks

| Mark | App. No. | Filing Date |
|---|------------|-------------|
| PATH DRIVER | 85/654,564 | 18-Jun-2012 |
| PATH DRIVER FOR MATH USE DATA TO DRIVE A PATH TO SUCCESS Logo | 85/655,326 | 19-Jun-2012 |
| PATH DRIVER FOR READING USE DATA TO DRIVE A PATH TO SUCCESS Logo | 85/655,328 | 19-Jun-2012 |

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